



File Number: A211096

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
Commonwealth Land Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment/Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

Community Title & Escrow, Ltd.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: [Handwritten signature of Melinda Kimler]

By: [Handwritten signature of President]

ATTEST

President

[Handwritten signature of Secretary]

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Issuing Agent: Community Title & Escrow, Ltd., authorized Agent of: Commonwealth Land Title Insurance Company

Issuing Office: 2600-D State Street, Alton, IL 62002

ALTA® Universal ID: 0004715

Loan ID Number:

Issuing Office File Number: A211096

Revision Number: Rev 2 10-19-21

Closer: Michelle Blom

Phone: 618-433-5010

Email: mblom@communitytitle.net

Examiner: Mindy Kimler

Phone: 618-433-5854

Email: mkimler@communitytitle.net

**If applicable to this transaction, your Wiring Instructions are available at this link: [Wire Instructions](#)**

Any wiring instructions contained herein are for the use of the Lender only and are not valid unless verified by phone with your closer. Wiring Instructions for all other parties must be obtained per instructions obtained by phone from your closer.

## SCHEDULE A

1. Commitment Date: [October 14, 2021, 8:00 am](#)

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Insured:

[Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A](#)

Proposed Policy Amount:

(b) 2006 ALTA Loan Policy

Proposed Insured:

[Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above](#)

Proposed Policy Amount:

3. The estate or interest in the Land described or referred to in this Commitment is [Fee Simple](#).

4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
[New River Royalty LLC, a Delaware limited liability company](#)

5. The Land is described as follows: [See Attached Exhibit A](#)



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### **Exhibit A**

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois.

**Except any interest in the coal, oil, gas and other mineral rights underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said coal, oil gas and other minerals, if any.**

IDENT: 201500000645

PPN: 17-20-100-001 (Tract 3)

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## SCHEDULE B-I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company must be informed, prior to closing, of any alterations, repairs or new construction in progress, recently completed or contemplated, at which time additional requirements may become necessary.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
8. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
9. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. Warranty Deed executed by **New River Royalty, LLC** to Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A, must be made a matter of public record.

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File Number: A211096

## SCHEDULE B-I Requirements

12. The Company should be furnished, from the Seller, the following:
  - (a) A copy of the Articles of Organization of the **New River Royalty, LLC**, as amended.
  - (b) A copy of the Operating Agreement for the **New River Royalty, LLC**, as amended, showing whether the manager(s) or members are authorized to act on behalf of the LLC and how many signators are required to approve the transaction.
  - (c) A current Certificate of Good Standing of **New River Royalty, LLC** from the Secretary of State of Illinois, and in the event the state of the formation of the LLC is not Illinois, in addition, a current Certificate of Good Standing from the proper governmental authority of the state in which the entity was created.
13. Mortgage executed by Purchaser with contractual rights under a purchase agreement with the vested owner identified in item 4 of schedule A to Lender with contractual obligations under a loan agreement with the proposed insured owner identified in Item 2 above in the amount of \$10,000.00, must be made a matter of Public Record.
14. At the time of this commitment, the final loan amount was not available to the Company. Therefore, said requested loan policy will only be issued for the contractual face amount as listed in Schedule A of this commitment. If a differing loan amount should be requested from the Lender, the Company shall make this commitment subject to further exceptions and charges as deemed necessary by the Company, if any, to accommodate additional liability on the policy as requested by the Lender.

NOTE: Any revisions to said contractual face amount as listed in Schedule A shall be submitted in writing to the Company.
15. The Company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or post postponed payments or other restructuring of the debt secured by any mortgage affecting the property.
16. This commitment is subject to an update if the effective date as listed on Schedule A is older than 30 days. Please contact Community Title and Escrow to request and update to this commitment.
17. Any installment of real estate taxes that are due and payable must be paid.
18. Furnish this company with a Broker's Lien Affidavit all seller(s), purchaser(s), borrower(s), lessee(s), and any other parties holding an interest in the land establishing:
  - (i) the identity of any broker(s), known to have an agreement with the affiant, or any party claiming by, through or under said affiant, relative to any interest in the land, and
  - (ii) the amount of compensation due or to become due such broker(s), or
  - (iii) certifying that there are no broker(s) with any lien, or right to a lien, under any existing agreement with a broker.
19. CLOSING INFORMATION NOTE: If the closing of subject property is to be conducted by Community Title



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**SCHEDULE B-I  
Requirements**

& Escrow, Ltd., we require all monies due from the purchase or the loan to be in the form of a wire transfer. We are required by law not to disburse funds until such "Good Funds" have been deposited, finally settled and credited to our escrow account. Wire transfers qualify as "Good Funds" immediately upon receipt.



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## SCHEDULE B- II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I —Requirements are met.
7. Real Estate Taxes for the year 2020, 2021 and subsequent years; which are a lien but not yet due nor payable. Real Estate Taxes for the year 2020 show as paid in full in the amount of \$918.52.

NOTE: Parcel Identification Numbers are for informational purposes only.

8. Terms, powers, and provisions of a Second Amended and Restated Mitigation Agreement dated August 21, 2018 and recorded August 31, 2018 as Document No. 201800002829. (For further particulars, see record)
9. NOTE: Ordinance No. 1573 recorded November 20, 2012 at Book 1523 at Page 212 as Document No. 201200004720. (For further particulars, see record)
10. Subject to Patent recorded February 8, 2010 in Book 1368 at Page 37 as Document No. 201000056629. (For further particulars, see record)
11. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
12. Utility and/or drainage easements, if any.
13. Easement for public and quasi-public utilities, if any.
14. Special Assessments dues which are not shown as existing liens by the public records.
15. No examination has been made of the mineral title. Coverage shall not be construed as including the title to minerals underlying the subject premises.

**SCHEDULE B- II  
Exceptions**

16. Any and all easements, restrictions, outstanding oil, gas and mineral rights, and rights to aboriginal antiquities of record, but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status, or national origin.
17. All rights and easements in favor of the holder of any interest in the mineral estate or any party claiming by, through, or under said holder.
18. Rights of the Public, the State of Illinois, the County, the Township and the Municipality in and to that part of the premises taken, used, or dedicated for roads or highways.
19. Rights of tenants in possession under unrecorded leases, if any.
20. The acreage stated in the subject legal description is for descriptive purposes only. Nothing in this commitment or Policy, when issued, should be construed as insuring against loss or damage due to the inaccuracy of the acreage or any discrepancy in the quantity of Land so described.
21. We have made a search of the public records under the proposed buyer as \_\_\_\_\_. We reserve the right to amend this commitment after making a further search in the event of additional buyers and/or substitution of buyers.

Vesting Deed: [deed](#)

Schedule B II Exception docs: [Exception documents](#)

Tax Info: [Property Tax](#)

The Company has delivered this Commitment and/or Policy to the proposed insured and/or insured by electronic means. All signatures contained herein are to be effective under the provisions of Section 5-110 of the Illinois Electronic Commerce Security Act (5 ILCS 175/5-110).

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**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.

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**COMMITMENT CONDITIONS**

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing .
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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MC 0186

201500000645  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
02-24-2015 At 02:53 pm.  
SPL WAR DEED 74.00  
OR Book 1537 Page 42 - 53  
RHSP Surcharges 9.00

Instrument: 201500000645 OR Book Page 1537 42

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MCO010  
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MCO069

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Charleston, WV 25301

Illinois address:  
Bailey & Glasser LLP  
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Joliet, Illinois 60431

**SPECIAL WARRANTY DEED**

Grantor, Hillsboro Energy LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, CONVEYS AND WARRANTS to Grantee, New River Royalty, LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, whose mailing address is 208 Public Square, 4<sup>th</sup> Floor, Benton, Illinois 62812, the following-described real properties consisting of six (6) tracts situate in Montgomery County, Illinois (collectively "Property"):

TRACT 1

Part of the East Half (E $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Nineteen (19) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: beginning at a stake at the Northwest corner of said Half Quarter Section; thence South 5 and 66/100 chains to the center of Vandalia Road; thence South 56 $^{\circ}$  East along the center of said Vandalia Road 19 and 27/100 chains to the East line of said Half Quarter Section; thence North along said line 16 and 30/100 chains to the Northeast corner of said Tract 1; thence West 16 and 6/100 chains to the place of beginning; and also a part of the West Half (W $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section Nineteen (19), being all of said Half Quarter Section lying Northeast of the Hillsboro and Vandalia Road. All of Tract 1 is situate in Montgomery County, Illinois.

PIN: 17-19-100-011

ADDRESS: Illinois Route 185, Hillsboro, Illinois 62049

TRACT 2

That part of the West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nineteen (19) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, lying North of the Hillsboro and Vandalia Road (Illinois State Route 185) *excepting* that part described as follows: beginning at the intersection of the Western boundary of said Half Quarter Section and the Northeast right-of-way of Illinois State Route 185; thence Southeast along the said Northeast right-of-way of Illinois State Route 185 four hundred (400) feet; thence North two hundred ten (210) feet; and thence West three hundred fifty (350) feet to the point of beginning; *and further excepting* that part described as follows: beginning at the intersection of the Western boundary of said Half Quarter Section and the Northeast right-of-way of Illinois State Route 185; thence Southeast along said Northeast right-of-way of Illinois State Route 185 four hundred (400) feet to the true point of beginning; thence North two hundred ten (210) feet; thence East thirty (30) feet; thence South to the Northeast right-of-way of Illinois State Route 185; thence Northwest along said Northeast right-of-way of Illinois State Route 185 to the point of true beginning. All of Tract 2 is situate in Montgomery County, Illinois.

PIN: 17-19-200-009

ADDRESS: Illinois Route 185, Hillsboro, Illinois 62049

THE FOLLOWING IS EXCEPTED FROM THIS CONVEYANCE OF TRACT 1 AND TRACT 2 BY GRANTOR TO GRANTEE AND HEREBY RESERVED TO GRANTOR:

Part of the Northwest Quarter of the Northeast Quarter and part of the East Half of the Northwest Quarter of Section 19 in Township 8 North, Range 3 West of the Third Principal Meridian in Montgomery County, Illinois, and being more particularly described as follows:

Beginning at the northwest corner of said Northeast Quarter of Section 19; thence on the north line of the said Quarter Section, North 88 degrees 23 minutes 11 seconds East, 35.00 feet; thence South 0 degrees 10 minutes 47 seconds East, 636.63 feet; thence South 59 degrees 23 minutes 13 seconds East, 310.61 feet; thence South 1 degree 27 minutes 22 seconds East, 203.72 feet; thence South 89 degrees 55 minutes 54 seconds West, 113.00 feet; thence North 58 degrees 43 minutes 49 seconds West, 342.51 feet; thence North 0 degrees 13 minutes 52 seconds East, 746.55 feet; thence North 56 degrees 18 minutes 15 seconds West, 122.18 feet to the north line of said Northwest Quarter of Section 19; thence on said north line, North 88 degrees 23 minutes 11 seconds East, 195.00 feet to the point of beginning.

THE FOLLOWING EASEMENT FOR UTILITIES IS HEREBY RESERVED AND RETAINED BY GRANTOR ON, OVER, ACROSS, AND THROUGH TRACT 1:

A utility easement fifty (50) feet wide, being part of the East Half of the Northwest Quarter of Section 19 in Township 8 North, Range 3 West of the Third Principal Meridian in Montgomery County, Illinois, said easement being twenty-five (25) feet on each side of the following-described easement centerline:

Commencing at the northeast corner of said Northwest Quarter of Section 19; thence on the north line of said Quarter Section, South 88 degrees 23 minutes 11 seconds West, 786.17 feet to the point of beginning of said easement centerline; thence South 12 degrees 36 minutes 53 seconds East, 335.90 feet; thence South 61 degrees 31 minutes 58 seconds East, 701.60 feet to the point of ending of said easement centerline.

PIN: 17-19-200-008

ADDRESS: Route 185, Hillsboro, Illinois 62049

TRACT 3

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nineteen (19) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois.

PIN: 17-19-200-002

ADDRESS: North 9<sup>th</sup> Ave. Hillsboro, Illinois 62049

TRACT 4

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Nineteen (19) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty (20), all in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois, subject to existing highways and public easements.

PIN: 17-19-200-011 & 17-20-100-002

ADDRESS: Illinois Route 185, Hillsboro, Illinois 62049

THE FOLLOWING IS EXCEPTED FROM THIS CONVEYANCE OF TRACT 4 BY GRANTOR TO GRANTEE AND HEREBY RESERVED TO GRANTOR:

Part of the Southeast Quarter of the Northeast Quarter of Section 19 in Township 8 North, Range 3 West of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Commencing at the northwest corner of the said Southeast Quarter of the Northeast Quarter of Section 19; thence on the west line of the said quarter-quarter section, South 1 degree 29 minutes 32 seconds East, 564.20 feet to the northeasterly right of way line of Illinois Route 185; thence on the said northeasterly right of way line, 236.34 feet along an arc to the left, having a radius of 24874.83 feet, the chord of which is South 58 degrees 59 minutes 03 seconds East, 236.34 feet to the point of beginning.

From the said point of beginning; thence North 30 degrees 27 minutes 13 seconds East, 45.41 feet; thence North 0 degrees 00 minutes 00 seconds East, 136.41 feet; thence North 90 degrees 00 minutes 00 seconds East, 120.21 feet; thence South 0 degrees 00 minutes 00 seconds East,

81.17 feet; thence South 59 degrees 47 minutes 12 seconds East, 67.29 feet; thence North 0 degrees 00 minutes 00 seconds East, 91.48 feet; thence North 90 degrees 00 minutes 00 seconds East, 76.18 feet; thence South 59 degrees 47 minutes 12 seconds East, 418.44 feet; thence South 37 degrees 13 minutes 32 seconds West, 102.43 feet; thence South 50 degrees 27 minutes 38 seconds West, 79.13 feet; thence North 59 degrees 47 minutes 12 seconds West, 364.28 feet; thence North 0 degrees 00 minutes 00 seconds East, 28.36 feet; thence North 59 degrees 47 minutes 12 seconds West, 66.35 feet; thence North 90 degrees 00 minutes 00 seconds West, 62.83 feet; thence South 30 degrees 27 minutes 13 seconds West, 73.28 feet; thence South 10 degrees 20 minutes 29 seconds West, 16.11 feet to the northeasterly right of way line of Illinois Route 185; thence on the said northeasterly right of way line, 47.89 feet along an arc to the right, having a radius of 24874.83 feet, the chord of which is North 59 degrees 18 minutes 41 seconds West, 47.89 feet to the point of beginning.

PIN: 17-19-200-010

ADDRESS: Route 185, Hillsboro, Illinois 62049

#### TRACT 5

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty (20) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois.

PIN: 17-20-100-001

ADDRESS: North 9<sup>th</sup> Ave. Hillsboro, Illinois 62049

#### TRACT 6

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty (20) in Township Eight (8) North, Range Three (3) West of the Third Principal Meridian in Montgomery County, Illinois.

PIN: 17-20-200-001 & 17-20-100-003

ADDRESS: North 9<sup>th</sup> Ave. Hillsboro, Illinois 62049

Prior Deed in Title: Special Warranty Deed from Montgomery Land Company, LLC, as Grantor, to Hillsboro Energy LLC, as Grantee, dated August 12, 2010 bearing Instrument No. 201000059726 and recorded on August 30, 2010 in the office of the County Recorder of Montgomery County, Illinois in OR Book 1399, Page 99-105.

This conveyance of the Property is made expressly subject to all existing and recorded (or visible upon inspection) conveyances, restrictions, exceptions, reservations, easements, rights-of-way, leases, conditions, encroachments, and covenants of whatever kind or nature (collectively "Prior Reservations"). To the extent not covered by or subject to Prior Reservations, Grantor hereby excepts and reserves from this conveyance and from the force and effect of this Special Warranty Deed the following interests, rights and privileges: the No. 5 and No. 6 seams of coal underlying the Property (collectively "Coal") and all rights and privileges to enter upon and use the surface of the Property in connection with exploring for, analyzing (including core drilling), mining, removing, developing, transporting, producing, and marketing the Coal and/or the Coal mined, removed, developed, produced, or marketed from other properties (still collectively "Coal") including (i) the right of mining and removing the Coal by any legally permissible mining method, including without limitation longwall mining and any other full extraction method now used or becoming available in the future, except strip and open pit methods; (ii) the right to mine and remove all or any part of the Coal without leaving lateral or subjacent support for the surface or any overlying strata on, in or under the Property or any adjoining property and thereby causing subsidence, and the right to subside the surface of the Property without liability to the Grantee, its heirs, successors or assigns, for any injury or damage to the surface or subsurface or anything thereon or therein from any and all causes whatsoever for surface or subsurface subsidence caused by mining out the Coal, including but not limited to not leaving pillars or partial pillars or artificial supports under the Property due to mining by longwall or other full extraction methods; (iii) the right to use any strata, openings, passageways, voids and spaces created by the mining and/or removal of the Coal or existing prior to such mining and removal for the purpose of transporting people or equipment or Coal mined and/or removed from the Property or other lands and for any other purpose whatsoever including without limitation the disposal of slurry, coal combustion materials, or any other substances; (iv) the right to use any and all voids, geologic formations, Coal or other mineral seams or strata for all lawful purposes including without limitation carbon dioxide sequestration; (v) the right of ingress, egress.



and regress and the right to enter onto the Property at all times and for all lawful purposes including fully exercising and enjoying those rights and privileges herein excepted and reserved, conducting subsidence mitigation and restoration work, reconstructing drainage patterns which may be necessary to correct any material damage resulting from subsidence to the Property and nearby or adjacent lands to the extent Grantor, its successors or assigns are required to do so under applicable laws or regulations, and engineering, reclaiming, surveying, inspecting, drilling, exploring, and performing such other operations or activities as may be required by law or regulation (either now existing or hereafter imposed); (vi) all mining, removal, development, production and transportation rights, easements, privileges, and options appurtenant to the title of the surface and/or the Coal and owned by Grantor, whether express or implied, as the same may apply to the coal estate and the overlying surface and strata; and (vii) the right to vent and flare methane, gob gas, coal seam gas and/or horizontal borehole gas for reasons related to mining ventilation and/or safety.

To the extent it is necessary for Grantor or its successors or assigns to exercise the right reserved in this deed to enter onto the Property, reasonable advance prior notice shall be given to Grantee (except that the requirement of reasonable advance prior notice shall be deemed to be waived in the event of an emergency). In the event Grantor or its successor or assigns damages or disturbs the Property upon the exercise of any of the rights or privileges reserved in this Special Warranty Deed, then Grantor or its successors or assigns, as applicable, shall repair or compensate Grantee for any resulting damage or disturbance to the Property.

Grantor hereby reserves and makes this Special Warranty Deed subject to a sole, exclusive, and irrevocable option ("Option"), in favor and for the benefit of Grantor and its successors and assigns, to purchase from Grantee or its successors and assigns (such Option being a covenant running with the land) all or any part(s) of the Property as Grantor may desire to purchase ("Desired Property") at any time, and from time to time, during the term of the Option which shall commence on the date this Special Warranty Deed is signed and delivered by Grantor ("Effective Date") and shall terminate at the close of business on the date which is twenty (20) years after the Effective Date ("Option Period"). If at any time and from time to time during the Option Period Grantor desires to

purchase Desired Property, Grantor shall provide written notice thereof to Grantee ("Option Notice") and shall specify in the Option Notice the specific Desired Property it desires to purchase at that time. The purchase price to be paid by Grantor to Grantee for such Desired Property shall be the fair market value of such Desired Property on the date of the applicable Option Notice ("Option Date"). Closing for the sale, purchase, and conveyance of the Desired Property shall take place at a mutually agreed to, date, time and place which such date ("Closing Date") shall be no more than ninety (90) days after the Option Date. The fair market value of the Desired Property shall be determined by an appraisal of the Desired Property performed by an independent, qualified, and duly licensed real property appraiser who shall be mutually selected by Grantor and Grantee ("First Appraisal"). The cost of the First Appraisal shall be paid by Grantor. If the First Appraisal is acceptable to Grantor and Grantee, then the "fair market value" of the Desired Property from the First Appraisal shall be final and binding on Grantor and Grantee and shall be the purchase price of the Desired Property. In the event either Grantor or Grantee objects to the First Appraisal, the objecting party shall obtain, at its cost, a second appraisal of the Desired Property by a second independent, qualified, and duly licensed real property appraiser selected by the objecting party ("Second Appraisal"). The "fair market values" of the Desired Property from the First Appraisal and the Second Appraisal shall be averaged to produce the fair market value of the Desired Property which then shall be final and binding on Grantor and Grantee and shall be the purchase price of the Desired Property. The purchase price shall be payable in lawful money of the United States by check or wire transfer of immediately available funds. Grantor and Grantee shall cooperate in good faith to close the sale, purchase, and conveyance of the Desired Property on or before the Closing Date. Grantee shall convey the Desired Property to Grantor or its designee free and clear of all liens and encumbrances (except for any easements or restrictions of record) by special warranty deed. All real property taxes (and other allocable costs) shall be prorated as of the Closing Date. Grantee shall pay all transfer taxes and Grantor shall pay all recording fees with respect to the transfer(s) of any and all Desired Property. Grantor and Grantee each shall bear its own legal fees and other costs associated with closing the transfer(s) of any and all Desired Property.

*nu 48*

TO HAVE AND TO HOLD the Property to Grantee and Grantee's successors and assigns forever; and Grantor covenants as its sole warranty that the Property is free of any encumbrance made or suffered by Grantor and that Grantor shall warrant and defend the same to Grantee and Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other. Grantor is aware of a right of first refusal having been granted by Montgomery Land Company, LLC (a predecessor entity of Grantee, having been merged into Grantee on August 12, 2010) to a third party with respect to "TRACT 5" of the Property which is a covenant of record running with the land and which is currently an encumbrance on or against the Property ("Acknowledged Encumbrance"). Grantor has made Grantee aware of the Acknowledged Encumbrance, Grantee has acknowledged to Grantor the existence and effect of the Acknowledged Encumbrance, and Grantee has agreed to accept this Special Warranty Deed, and hereby does so, with full knowledge of the Acknowledged Encumbrance. Grantor shall not warrant and defend the Property for or against claims and demands arising out of the Acknowledged Encumbrance.

The conveyance of the Property is subject to unpaid real property taxes for 2014 and subsequent years which Grantee shall pay.

This Special Warranty Deed is made with the special covenant of after-acquired title as to the Property herein conveyed to the extent of the purported paper title within Grantor's chain of title.

This transaction and the conveyance herein are exempt from the transfer tax under 35 ILCS 200/31-45 paragraph (e) since this is a deed where the actual consideration is less than one hundred dollars (\$100.00).

IN TESTIMONY WHEREOF, Grantor has caused these presents to be signed and delivered by its duly authorized officer or person on May 19<sup>th</sup>, 2014.

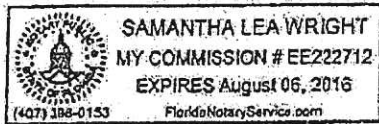
Grantor: Hillsboro Energy LLC, a Delaware limited liability company

By: Michael Beyer  
Name: Michael Beyer  
Title: C.E.O.

STATE OF Florida )  
COUNTY OF Palm Beach )SS )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Beyer, personally known to me to be the C.E.O. of Hillsboro Energy LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument of writing as the C.E.O. of said company and as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and seal this 19<sup>th</sup> day of May, 2014.



Samantha Lea Wright  
Notary Public

Instrument      Book Page  
201500000345 08      1587      32

Return recorded deed and mail future tax statements to:

New River Royalty, LLC  
208 Public Square, 4<sup>th</sup> Floor  
Benton, Illinois 62812

Property Information		
Parcel Number 17-20-100-001	Site Address N 9TH AV HILLSBORO, IL 62049	Owner Name & Address NEW RIVER ROYALTY LLC, P O BOX 609 Benton, IL, 62812
Tax Year 2019 (Payable 2020)		
Safe Status None		
Property Class 0021 - Rural Unimproved	Tax Code 04005 - EAST FORK U003 VCHB	Tax Status Taxable
Net Taxable Value 8,950	Tax Rate 9.254480	Total Tax \$828.28
Township EAST FORK	Acres 40.0000	Mailing Address
Legal Description NW/4 NW 8-3-835 S20 T08 R3		

No Property Photos

Parcel Owner Information		
Name	Tax Bill	Address
NEW RIVER ROYALTY LLC	Y	P O BOX 609 Benton, IL, 62812

Billing			
	1st Installment (Due 07/02/2020)	2nd Installment (Due 09/04/2020)	Totals
Tax Billed	\$414.14	\$414.14	\$828.28
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Fees/Liens/SSA Billed	\$0.00	\$0.00	\$0.00
<b>Total Billed</b>	<b>\$414.14</b>	<b>\$414.14</b>	<b>\$828.28</b>
Amount Paid	\$414.14	\$414.14	\$828.28
<b>Total Unpaid</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Paid By	NEW RIVER ROYALTY LLC	NEW RIVER ROYALTY LLC	
Date Paid	6/15/2020	6/15/2020	

Assessments						
Level	Homesite	Dwelling	Farm Land	Farm Building	Mineral	Total
DOR Equalized	0	0	8,950	0	0	8,950
Department of Revenue	0	0	8,950	0	0	8,950
Board of Review Equalized	0	0	8,950	0	0	8,950
Board of Review	0	0	8,950	0	0	8,950
S of A Equalized	0	0	8,950	0	0	8,950
Supervisor of Assessments	0	0	8,950	0	0	8,950
Township Assessor	0	0	8,950	0	0	8,950
Prior Year Equalized	0	0	7,840	0	0	7,840

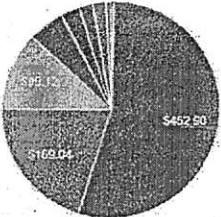
No Exemptions

Farmland			
Land Type	Acres	EAV	
Cropland	37.9700	8,908	
Contributory Waste	0.5400	0	
Other Farmland	1.1300	40	
Road Way	0.3600	0	
<b>Totals</b>	<b>40.0000</b>	<b>8,948</b>	

[Click to open Farmland Details](#)

No Genealogy Information

Taxing Bodies			
District	Tax Rate	Extension	
HILLSBORO UNIT 3	5.060390	\$452.90	
HILLSBORO CORP	1.888730	\$169.04	
COUNTY TAX	1.073870	\$96.12	
LINCOLNLAN COLLEGE	0.493930	\$44.21	
EAST FORK ROAD DIST	0.256240	\$22.93	
HILLSBORO AREA PUBLIC LIBRARY	0.192850	\$17.26	
EAST FORK TWP	0.179970	\$16.11	
HILLSBORO AMB	0.059770	\$5.35	
CES EXTENSION SERV	0.033310	\$2.98	
MTA GRSH-WSVL-EFRK	0.015420	\$1.38	
<b>TOTAL</b>	<b>9.254480</b>	<b>\$828.28</b>	



- HILLSBORO UNIT 3
- HILLSBORO CORP
- COUNTY TAX
- LINCOLNLAN COLLEGE
- EAST FORK ROAD DIST
- HILLSBORO AREA...
- EAST FORK TWP
- HILLSBORO AMB
- CES EXTENSION S...
- MTA GRSH-WSVL...

No Drainage / Special District Information

Payment History				
Tax Year	Total Billed	Total Paid	Amount Unpaid	
2020	\$918.52	\$918.52	\$0.00	
2019	\$828.28	\$828.28	\$0.00	
2018	\$746.08	\$746.08	\$0.00	

[Show 12 More](#)

Sales History								
Year	Document #	Sale Type	Sale Date	Sold By	Sold To	Gross Price	Personal Property	Net Price
2008	200800044408	Warranty Deed	3/12/2008	Kunz Walter	C/O LYNNE JONES MONTGOMERY LAND CO LLC	\$430,000.00	\$0.00	\$430,000.00

No Structure Information

No Forfeiture Information

No Redemptions



MC0018

**Beacon**™ Montgomery County, IL

3-map

**Summary**

Parcel ID: 17-20-100-001  
 Alternate Parcel ID: N/A  
 Property Address: N 9TH AV  
 Township: EAST FORK  
 Brief Legal Description: NW/4 NW 8-3-835 S20 T08 R3  
 (Note: Not to be used on legal documents)  
 Deed Book/Page: 1587-42  
 Gross Acres: 40.00  
 Class: 0021  
 Tax District Code: 04005  
 Taxing Districts: CES EXTENSION SERV  
 COUNTY TAX  
 EAST FORK ROAD DIST  
 EAST FORK TWP  
 HILLSBORO AMB  
 HILLSBORO AREA PUBLIC LIBRARY  
 HILLSBORO CORP  
 HILLSBORO UNIT 3  
 LINCOLN LAND COLLEGE  
 MTA GR5H-WSVL-EFRK

**Owners**

New River Royalty LLC  
 P O Box 147  
 Pinckneyville IL 62274

**2020 Exemptions**

Owner Occupied: N  
 Home Improvement Exemption: N  
 Drainage Exemption: N  
 Senior Citizen Homestead Exemption: N  
 Senior Citizen Assessment Freeze Homestead Exemption: N  
 Fraternal Freeze Exemption: N  
 Veteran Facility Exemption: N  
 Disabled Veteran Exemption: N

For exemption information please contact the Supervisor of Assessments Office. 217-532-9595

**Sales**

Date	Document Number	Amount
03/12/2008	1587-42	\$430,000.00

**Valuation**

	2021	2020
+ Land/Lot	\$0	\$0
+ Buildings	\$0	\$0
+ Farm Land	\$11,510	\$10,170
+ Farm Buildings	\$0	\$0
= Total	\$11,510	\$10,170

**Tax History**

Tax Bill Mail To: NEW RIVER ROYALTY LLC  
P O BOX 147  
PINCKNEYVILLE IL 62274

Tax Year: 2020  
Tax Rate: 9.03169

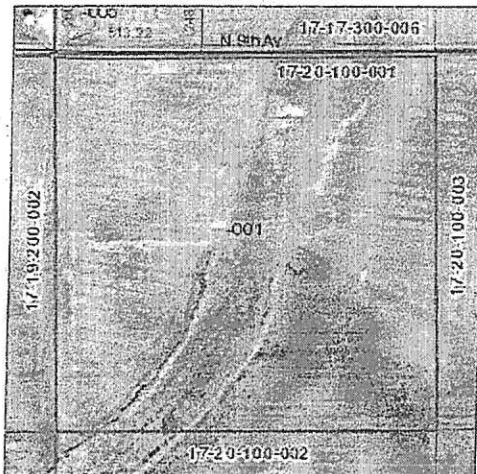
Amount:  
Installment 1: \$459.26  
Installment 2: \$459.26

Tax Year: 2019  
Tax Rate: 9.25448

Amount:  
Installment 1: \$414.14  
Installment 2: \$414.14

For payment information please contact the Treasurer's Office: 217-532-9521

**Map**



**DevNet Property Tax Inquiry**

[View Report](#)

No data available for the following modules: Photos, Sketches, Property Record Cards.

The maps and data available for access at this website are provided as is, without warranty or any representation of accuracy, timeliness or completeness.

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[GDPR Privacy Notice](#)

Last Data Upload: 7/1/2021 1:34:51 AM

Developed by  
 Schneider  
GEO SPATIAL

Version 2.0.128

201100064695  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
07-14-2011 At 12:27 pm.  
MEMORANDUM 39.00  
OR Book 1447 Page 328 - 331  
RHSP Surcharge 10.00

Instrument Book Page  
201100064695 OR 1447 328

DUPLICATION PROHIBITED PROPERTY

**SHORT FORM OR MEMORANDUM  
OF  
MITIGATION AGREEMENT**

**THIS SHORT FORM OR MEMORANDUM OF MITIGATION AGREEMENT** ("Short Form") is made and entered into on August 12, 2010, and is by and between **New River Royalty, LLC**, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of 208 Public Square, 4<sup>th</sup> Floor, Benton, Illinois 62812 ("Surface Owner"); and **Hillsboro Energy LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

**WHEREAS**, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

**WHEREAS**, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

**WHEREAS**, the Parties have entered into that certain "Mitigation Agreement" with an Effective Date of August 12, 2010 ("Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No.

5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law.

The Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Agreement). In the Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees to certain restrictions on constructing new structures and making improvements to existing structures.

The term of the Agreement is for twenty-five (25) years after its Effective Date; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value. However, in no event and under no circumstance shall the term of the Agreement extend beyond forty (40) years after its Effective Date.

In the Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Agreement; (c) capitalized terms in this Short Form shall have the same meaning given to the terms in the Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Agreement, the terms and provisions of the Agreement shall control.

DUPLICATE PROPERTY OF MONTGOMERY COUNTY, IL RECORDER  
STATE OF WV )  
COUNTY OF Adair ) SS.

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that David H Holcomb, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 5th day of July, 2011.



Marie DePolo  
Notary Public

Prepared By and Return To:

New River Royalty, LLC  
208 Public Square, 4th Floor  
Benton, IL 62812

201700001852  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
05-22-2017 At 12:13 pm.  
MEM AGREEMT 75.00  
DR Book 1646 Page 316 - 319  
RHSP Surcharge 9.00  
Instrument Book Page  
201700001852 DR 1646 316

DUPLICATION PROHIBITED PROPERTY OF

**SHORT FORM OR MEMORANDUM  
OF**

**FIRST AMENDED AND RESTATED MITIGATION AGREEMENT**

**THIS SHORT FORM OR MEMORANDUM OF FIRST AMENDED AND RESTATED MITIGATION AGREEMENT** ("Short Form") is made and entered into on March 14, 2017, and is by and between **New River Royalty, LLC**, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of PO Box 609, Benton, Illinois 62812 ("Surface Owner"); and **Hillsboro Energy LLC**, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of 925 S. Main Street, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

**WHEREAS**, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

**WHEREAS**, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

**WHEREAS**, the Parties entered into a Mitigation Agreement with an Effective Date of August 12, 2010 ("Original Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land

Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law; and,

WHEREAS, Surface Owner and Company amended and restated the Original Agreement in that certain First Amended and Restated Mitigation Agreement with an Effective Date of March 14, 2017 ("Amended Agreement").

The Amended Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Amended Agreement). In the Amended Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees to certain restrictions on constructing new structures and making improvements to existing structures, except on areas of the Property exempted from such restrictions based on whether (1) the No. 6 seam of coal thereunder has been mined and (ii) the No. 5 and/or No. 6 seams of coal thereunder is/are planned to be mined within fifteen (15) years after the Effective Date of the Amended Agreement.

The term of the Amended Agreement shall end, terminate, and expire, without further or additional action by the Parties, at midnight on August 11, 2037; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Amended Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value.

In the Amended Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Amended Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Amended Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Amended Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Amended Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Amended Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Amended Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Amended Agreement; (c) capitalized

terms in this Short Form shall have the same meaning given to the terms in the Amended Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Amended Agreement, the terms and provisions of the Amended Agreement shall control.

IN WITNESS WHEREOF, each Party has executed this Short Form the day and year first written above.

SURFACE OWNER

New River Royalty, LLC

By: Abijah Quaa

Its: Authorized Person

COMPANY

Hillsboro Energy, LLC

By: L. M. Landon

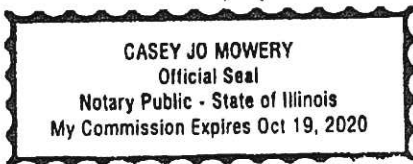
Its: Authorized Person

STATE OF Illinois )  
 ) SS.  
COUNTY OF Franklin )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Abijah Quaa, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2<sup>nd</sup> day of May, 2017.

Casey Jo Mowery  
Notary Public





STATE OF Illinois )  
 ) SS.  
COUNTY OF Franklin )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Wesley M. Larson, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 2<sup>nd</sup> day of May, 2017.

Casey Jo Mowery  
Notary Public



Prepared By and Return To:

New River Royalty, LLC  
PO Box 609  
Benton, IL 62812

DUPLICATE  
UNREGISTERED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

201800002829  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
08-31-2018 At 11:47 am.  
MEMORANDUM 77.00  
OR Book 1677 Page 614 - 618  
RHSF Surcharge 9.00  
Instrument Book Page  
201800002829 OR 1677 614

MC-0110

**SHORT FORM OR MEMORANDUM  
OF  
SECOND AMENDED AND RESTATED MITIGATION AGREEMENT**

**THIS SHORT FORM OR MEMORANDUM OF SECOND AMENDED AND RESTATED MITIGATION AGREEMENT** ("Short Form") is made and entered into on August 21, 2018, and is by and between New River Royalty, LLC, a Delaware limited liability company authorized to do business in the State of Illinois, with an address of PO Box 609, Benton, Illinois 62812 ("Surface Owner"); and Hillsboro Energy LLC, a Delaware limited liability company duly authorized to transact business in the State of Illinois, with an address of P.O. Box 457, Hillsboro, Illinois 62049 ("Company"). Surface Owner and Company is each sometimes referred to individually as a "Party" and are sometimes referred to collectively as the "Parties".

**WHEREAS**, Surface Owner is the owner of the surface of various lands located in Montgomery County, Illinois ("Property"); and

**WHEREAS**, Company owns a coal mine ("Mine") which includes, or which hereafter may include, certain coal from the No. 5 and No. 6 seams of coal underlying the Property which is within the scope of operation for the Mine; and,

**WHEREAS**, the Parties entered into a Mitigation Agreement with an Effective Date of August 12, 2010 ("Original Agreement") which sets forth the plan of the Parties for the mitigation of subsidence damage to the Structure(s) (being the structures or facilities located on the Property) and for either the repair of or the payment of compensation for damages to the Structure(s) caused by or resulting from Company's mining and/or removal of coal from the No. 5 and No. 6 seams of coal only in the Mine as required by the Illinois Surface Coal Mining Land

Conservation and Reclamation Act, 225 ILCS 720/1.01 *et seq.*, certain regulations issued thereunder, or any other applicable law; and,

WHEREAS, The Parties entered into the First Amended and Restated Mitigation Agreement with an effective date of March 14, 2017 ("First Amended Agreement"), which amended certain provisions of the Original Agreement as of the Effective Date of the First Amended Agreement and restated the Original Agreement, as so amended, in its entirety pursuant to and as set forth in the First Amended Agreement.

WHEREAS, Surface Owner and Company amended and restated the First Amended Agreement in that certain Second Amended and Restated Mitigation Agreement with an Effective Date of August 21, 2018 ("Second Amended Agreement").

The Second Amended Agreement gives Company certain rights and/or obligations or responsibilities regarding inspecting Structures and repairing or compensating for certain Damage (as defined in the Second Amended Agreement). In the Second Amended Agreement Surface Owner waives certain rights regarding minimization and notice of subsidence; and Surface Owner agrees that Company or its agents(s) or contractor(s) shall be entitled, solely at its/their own cost and election, to conduct and perform reconstruction of surface drainage patterns as necessary to relieve subsidence effects on the Property and adjacent and/or nearby properties.

The term of the Second Amended Agreement shall end, terminate, and expire, without further or additional action by the Parties, at midnight on August 11, 2037; provided that if coal mine subsidence occurs prior to the end of said term, such term shall be extended until such time as any Damages (as defined in the Amended Agreement) are corrected by repair or addressed by the payment of diminution in value. In addition, if mining operations under the Property have not been completed by the end of such term, such term shall be extended until such time as all such mining operations have been completed and any Damages caused thereby or resulting therefrom are corrected by repair or addressed by the payment of diminution in value.

In the Second Amended Agreement Surface Owner acknowledges that Company has certain mining rights which permit the mining of coal underlying the Property, and the Amended Agreement confirms in Company the right to subside the surface of the Property by any extraction method now used or which may become available in the future, except strip or open pit methods, and the right to subside the surface of the Property without liability to Surface Owner (except as provided for in the Amended Agreement) for any and all damages to the surface or subsurface or anything thereon or therein for surface or subsurface subsidence caused by mining out the coal, including without limitation not leaving pillars, partial pillars or artificial supports under the Property and mining by longwall or any other full extraction method.

The Second Amended Agreement provides if Surface Owner, or Surface Owner's agent, or anyone acting on behalf of Surface Owner or for Surface Owner's benefit, acquires any surface land or surface property within Montgomery County, Illinois during the term of the Second Amended Agreement ("New Surface"), the New Surface shall be and become part of the Property (and thereby become subject to the Second Amended Agreement).

The Parties acknowledge and agree that (a) this Short Form is executed only for recording purposes in order to give notice of the existence of the Second Amended Agreement, its purposes, and some of its provisions; (b) the lands owned by Surface Owner in Montgomery County, Illinois (and any New Surface) are subject to the Second Amended Agreement; (c) capitalized terms in this Short Form shall have the same meaning given to the terms in the Second Amended Agreement; and (d) to the extent that the terms and provisions of this Short Form differ from those in the Second Amended Agreement, the terms and provisions of the Second Amended Agreement shall control.

*[Signatures and Notary Acknowledgments are on the following pages.]*

STATE OF Florida )  
 ) SS.  
COUNTY OF Palm Beach )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Robert D Boyd, personally known to me to be a duly authorized person of New River Royalty, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 21<sup>st</sup> day of August, 2018



Samantha Lea Wright  
Notary Public

STATE OF Illinois )  
 ) SS.  
COUNTY OF Franklin )

I, the undersigned Notary Public, in and for said County in the State aforesaid, do hereby certify that Ron Keente, personally known to me to be a duly authorized person of Hillsboro Energy LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such authorized person of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal on this 21<sup>st</sup> day of August, 2018

Lynne Ellen Jones  
Notary Public



Prepared By and Return To:  
New River Royalty, LLC  
PO Box 609  
Benton, IL 62812

**CITY OF HILLSBORO**

201200004720  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER, COUNTY RECORDER  
11-20-2012 At 03:06 pm.  
ANNEX/PLAT 106.00  
OR Book 1523 Page 212 - 222  
RHSP Surcharge 10.00

Instrument Book Page  
201200004720 OR 1523 212

*Slide 355*

**ORDINANCE NO. 1573**

**AN ORDINANCE ANNEXING  
CERTAIN LAND TO THE  
CITY OF HILLSBORO, ILLINOIS  
(HILLSBORO ENERGY LLC)**

**CITY OF HILLSBORO  
HILLSBORO, ILLINOIS**

Published in pamphlet form by authority of the City Council  
of the City of Hillsboro, Illinois, this 18<sup>th</sup> day of November, 2012.

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

ORDINANCE NO. 1573

**AN ORDINANCE ANNEXING CERTAIN LAND  
TO THE CITY OF HILLSBORO, ILLINOIS**

**WHEREAS**, on November 16, 2012, a Petition for Annexation pursuant to Section 7-1-8 of the Illinois Municipal Code was filed by Hillsboro Energy LLC with the corporate authorities of the City of Hillsboro, Illinois; and a copy of the petition is attached hereto;

**WHEREAS**, the property sought to be annexed (the "Property") is legally described as follows:

**SEE ATTACHED EXHIBIT A**

**WHEREAS**, a Plat of Annexation of the Property is attached to the Petition for Annexation;

**WHEREAS**, the Petition for Annexation states that the Petitioner is the sole owner of record of the Property and that no electors reside on the territory, or that it comprises more than 51% of the electors residing therein;

**WHEREAS**, the Property does include a highway under the jurisdiction of a township, and therefore notice to the townships has been provided;

**WHEREAS**, the subject property does not lie in a fire protection district, and the property is not in a library district, such that no notice to any fire protection district or public library district is required;

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

**WHEREAS**, the corporate authorities of the City of Hillsboro find it to be in the best interest of the City of Hillsboro to annex the Property;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HILLSBORO, MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The Property is hereby annexed to the City of Hillsboro.

**SECTION 2:** This Ordinance is effective immediately.

**SECTION 3:** The City Clerk shall forthwith cause this Ordinance to be recorded with the Recorder of Deeds of Montgomery County and with the County Clerk of Montgomery County, and shall send a copy by registered mail to the post office branch serving the territory.

PASSED this 19<sup>th</sup> day of November, 2012.

John A. Downs  
MAYOR JOHN A. DOWNS

ATTEST:

Daniel A. Booker  
City Clerk

AYES: 5  
NAYS: 0  
PASSED: 5-0  
APPROVED: 5-0  
ABSENT: 0

DUPPLICATE FOR PROHIBITED PROPERTY MONTGOMERY COUNTY, IL RECORDER



DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY RECORDER

**PETITION FOR ANNEXATION**

Hillsboro Energy LLC ("Petitioner"), hereby petitions the City of Hillsboro, Illinois, pursuant to Section 7-1-8 of the Illinois Municipal Code, to annex within its corporate limits certain real estate, the legal description of which is as follows:

**SEE ATTACHED EXHIBIT A**

A plat of annexation of such territory is attached hereto.

Petitioner hereby states as follows:

1. The above-described territory is contiguous to the City of Hillsboro.
2. The above-described territory is not within the corporate limits of any other municipality.
3. The Petitioner is the sole owner of record of the above-described territory, and there are no electors residing therein.

WHEREFORE, Petitioner hereby requests that the above-described territory be annexed to the City of Hillsboro, Montgomery County, Illinois.

*John Mich*  
HILLSBORO ENERGY LLC, Petitioner  
By It's Authorized Officer or Representative

STATE OF Missouri )  
 ) SS.  
COUNTY OF St. Charles )

VERIFICATION

I, John Mich, being duly sworn on oath, states that he has reviewed the foregoing Petition for Annexation, and the statements therein made are true and correct.

John Mich  
Petitioner

SUBSCRIBED AND SWORN TO before me

this 16 day of November, 2012.

[Signature]  
Notary Public



DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

DUPLICATION PROHIBITED

**EXHIBIT A**

November 13, 2012  
**DEER RUN MINE  
ANNEXATION LEGAL DESCRIPTION  
1679.80 ACRES**

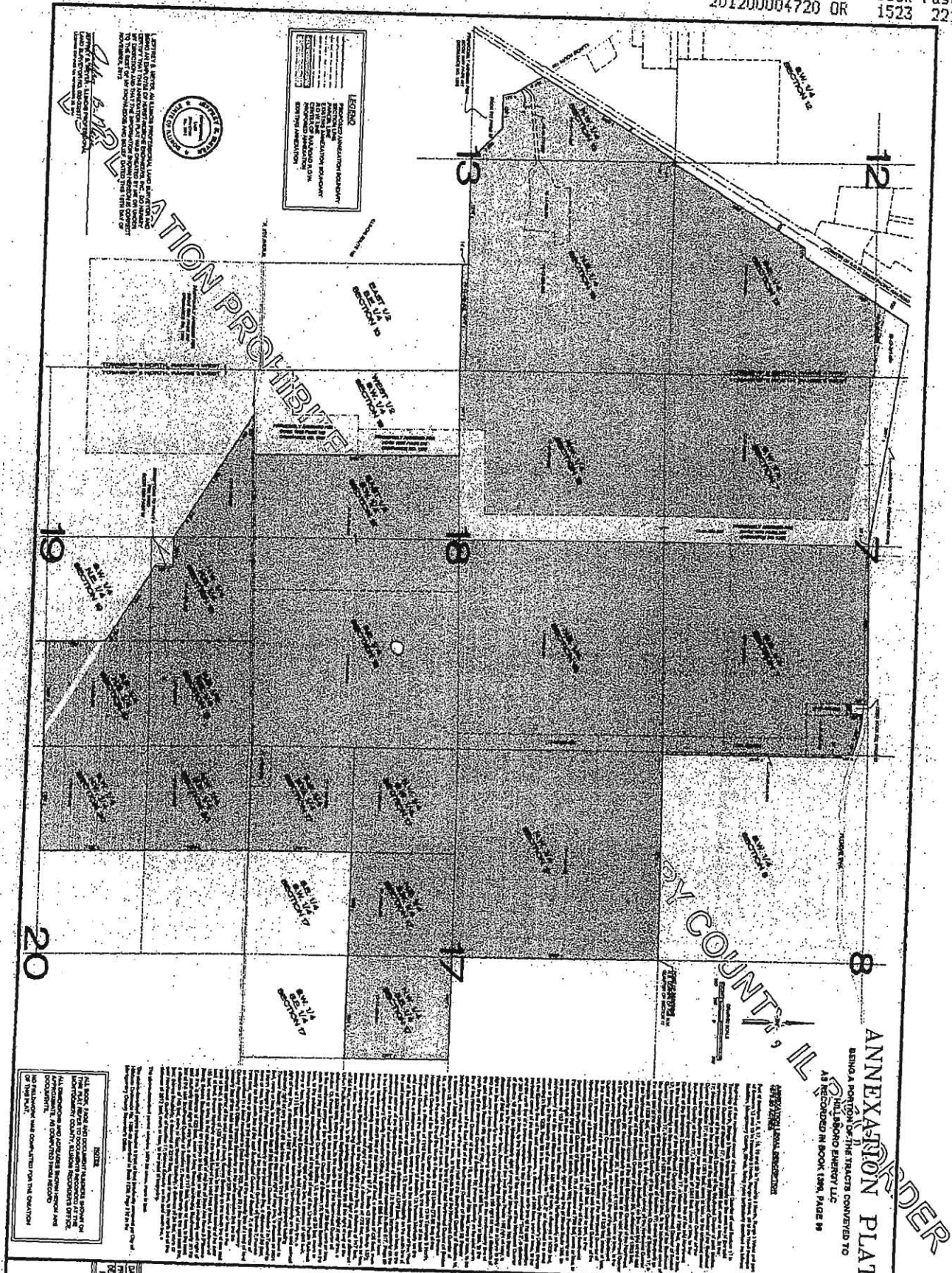
Part of Sections 7, 8, 17, 18, 19 and 20 in Township 8 North, Range 3 West and part of Sections 12 and 13 in Township 8 North, Range 4 West, all of the Third Principal Meridian, Montgomery County, Illinois, being more particularly described as follows:

Beginning at the northeast corner of the Northwest Quarter of said Section 17 in Township 8 North, Range 3 West; thence Southerly on the east line of the said Northwest Quarter of Section 17, a distance of 2666 feet, more or less, to the northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 17; thence Easterly on the north line of the said Northwest Quarter of the Southeast Quarter of Section 17, a distance of 1321 feet, more or less, to the northeast corner thereof; thence Southerly on the east line of the said Northwest Quarter of the Southeast Quarter of Section 17, a distance of 1341 feet, more or less, to the southeast corner thereof; thence Westerly on the south line of the said Northwest Quarter of the Southeast Quarter of Section 17, a distance of 1324 feet, more or less, to the southeast corner of the Northeast Quarter of the Southwest Quarter of Section 17; thence Westerly on the south line of the said Northeast Quarter of the Southwest Quarter of Section 17, a distance of 1326 feet, more or less, to the northeast corner of the Southwest Quarter of the Southwest Quarter of Section 17; thence Southerly on the east line of the said Southwest Quarter of the Southwest Quarter of Section 17, a distance of 1338 feet, more or less, to the northeast corner of the Northwest Quarter of the Northwest Quarter of Section 20; thence Southerly on the east line of the said Northwest Quarter of the Northwest Quarter of Section 20, a distance of 1333 feet, more or less, to the northeast corner of the said Southwest Quarter of the Northwest Quarter of Section 20; thence Southerly on the east line of the said Southwest Quarter of the Northwest Quarter of Section 20, a distance of 1333 feet, more or less, to the southeast corner thereof; thence Westerly on the south line of the said Southwest Quarter of the Northwest Quarter of Section 20, a distance of 1320 feet, more or less, to the southeast corner of the said Southeast Quarter of the Northeast Quarter of Section 19; thence Westerly on the south line of the said Southeast Quarter of the Northeast Quarter of Section 19, a distance of 1328 feet, more or less, to the southwest corner thereof; thence Northerly on the west line of the said Southeast Quarter of the Northeast Quarter of Section 19, a distance of 759 feet, more or less, to the northeasterly

**HURST-ROSCHÉ ENGINEERS, INC.**

1400 East Tremont Street Hillsboro, Illinois 62049 - Phone 217/532-3959

ORDER



LETTER 11 BEING AN UNLAWFUL PROFESSIONAL LAND SURVEYOR'S CERTIFICATE THAT THE ANNEXATION PLAT SUBMITTED TO THE BOARD OF SURVEYORS AND LAND RECORDS IS A VIOLATION OF THE PROFESSIONAL LAND SURVEYOR ACT, CHAPTER 120, ILCS, AND THE BOARD OF SURVEYORS AND LAND RECORDS HAS REFUSED TO RECORD THE ANNEXATION PLAT.

**LEGEND**  
 PROPOSED ANNEXATION BOUNDARY  
 EXISTING ANNEXATION BOUNDARY  
 EXISTING SURVEY BOUNDARY  
 EXISTING SURVEY CORNER  
 EXISTING SURVEY MONUMENT

ANNEXATION PROHIBITED

MONTGOMERY COUNTY, ILLINOIS

**NOTICE**  
 ALL PERSONS HAVING AN INTEREST IN ANY OF THE LANDS DESCRIBED IN THIS ANNEXATION PLAT ARE HEREBY NOTICED TO FILE WITH THE BOARD OF SURVEYORS AND LAND RECORDS, MONTGOMERY COUNTY, ILLINOIS, RECORDS CENTER, 100 E. TRASKWAY STREET, SPRINGFIELD, ILLINOIS 62762, A STATEMENT OF INTEREST IN WRITING WITHIN THE TIME SPECIFIED IN THIS NOTICE. IF NO STATEMENT IS FILED WITHIN THE SPECIFIED TIME PERIOD, THE BOARD OF SURVEYORS AND LAND RECORDS WILL CONSIDER THE ANNEXATION PLAT TO BE VALID AND CORRECT FOR THE PURPOSES OF THE ANNEXATION PLAT.

**ANNEXATION PLAT**  
 CITY OF HILLSBORO  
 PART OF SECTIONS 7, 8, 17, 18, 19 & 20 IN TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTIONS 12 & 13 IN TOWNSHIP 8 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, ILLINOIS

**ANNEXATION PLAT**  
 BEING A PORTION OF THE TRACTS CONVEYED TO  
 HILLSBORO ENERGY LLC  
 AS RECORDED IN BOOK 1291, PAGE 14

DATE FILED	11/14/12
PREPARED BY	TH/12/12
DRAWN BY	OS/12/12
CHECKED BY	TH/12/12
APPROVED BY	TH/12/12

**ANNEXATION PLAT**  
 CITY OF HILLSBORO  
 PART OF SECTIONS 7, 8, 17, 18, 19 & 20 IN TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTIONS 12 & 13 IN TOWNSHIP 8 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONTGOMERY COUNTY, ILLINOIS

**HPR**  
 HUNST-ROSE  
 ENGINEERS, INC.  
 400 E. TRASKWAY STREET  
 SPRINGFIELD, ILLINOIS 62762  
 PHONE: 217.521.2800  
 FAX: 217.521.2812  
 JASON E. HUNST, P.E.  
 EAST ST. LOUIS, ILL.  
 SPRINGFIELD, ILL.



DUPLICATION PROHIBITED PROPERTY MONTGOMERY COUNTY, IL RECORDER

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF MONTGOMERY )

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Hillsboro, Montgomery County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 1573, adopted by the Mayor and City Council of said City on the 19th day of November, 2012, said Ordinance being entitled:

**AN ORDINANCE ANNEXING CERTAIN LAND  
TO THE CITY OF HILLSBORO, ILLINOIS  
(HILLSBORO ENERGY LLC)**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said City, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 19th day of November, 2012.

Dan A. Roelmer  
City Clerk



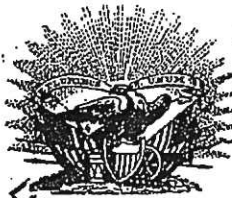
201000056629  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
02-08-2010 At 12:47 PM.  
PATENT 39.00  
OR Book 1368 Page 37 - 39  
RHSP Surcharge 10.00  
Instrument Book Page  
201000056629 OR 1368 37

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

# Patent

17-17-300-005; 17-17-300-006; 17-19-200-002; 17-19-200-003; 17-20-100-001

N. 9<sup>th</sup> Ave. Hillsboro, Illinois 62049



The United States of America,

To all to whom these Presents shall come, Greeting;

Whereas, In pursuance of the Act of Congress, approved September 28th, 1850, entitled "An Act granting Bounty Land to certain Officers and Soldiers who have been engaged in the Military Service of the United States," Warrant No. 5727 for 160 acres, issued in favor of Samuel Isaac, private and captain of Patton's Kentucky Company Kentucky Militia War of 1812

has been returned to the GENERAL LAND OFFICE, with evidence that the same has been duly located upon the South West quarter of the South West quarter of Section Seventeen, the East half of the North East quarter of Section Nineteen and the North West quarter of the North West quarter of Section Twenty, Township Eight of Range Three in the District of Land subject to Sale at Edwardsville Illinois, containing One hundred and fifty acres

according to the Official Plat of the Survey of the said Lands returned to the GENERAL LAND OFFICE by the SURVEYOR GENERAL:

Now Know Ye, That there is therefore granted by the UNITED STATES unto the said Samuel Isaac

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said Samuel Isaac and to his

heirs and assigns forever.

In Testimony Whereof, I, Millard Fillmore PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the Tenth day November in the year of our Lord one thousand eight hundred and fifty one and of the INDEPENDENCE of THE UNITED STATES the seventy-sixth

BY THE PRESIDENT, Millard Fillmore By A. W. Conrick Secy.

E. S. Ferry Recorder of the General Land Office.



81871

PROHIBITED BY THE RECORDERS OF MONTGOMERY COUNTY, IL RECORDER

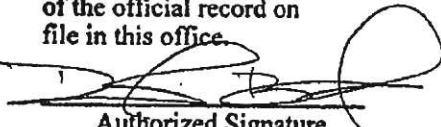


DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

Bureau of Land Management  
Eastern States  
7450 Boston Boulevard  
Springfield, VA 22153

DEC 09 2009  
Date

I hereby certify that this  
reproduction is a true copy  
of the official record on  
file in this office.

  
Authorized Signature

200800044410  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
03-12-2008 At 08:25 am.  
MEMORANDUM 39.00  
DR Book 1247 Page 12 - 15  
RHSP Surcharge 10.00  
Instrument Book Page  
200800044410 DR 1247 12

**RECORDING MEMORANDUM  
RIGHT OF FIRST REFUSAL TO PURCHASE REAL PROPERTY**

NOTICE IS HEREBY GIVEN that MONTGOMERY LAND COMPANY, LLC, a Delaware limited liability company (hereinafter called "Owner") and WALTER J. KUNZ and DIANNE P. KUNZ, husband and wife, of 10600 Emerald Mound Road, Trenton, IL 62293 (hereinafter together called "Purchasers") have entered into a PURCHASE AND SALE AGREEMENT (the "Agreement") of even date with this Memorandum, whereby Owner granted to Purchasers the right of first refusal to purchase certain real property on the specific terms and conditions stated in the Agreement, with the subject real property being described as follows:

*(Legal description attached hereto as "Exhibit A" and  
incorporated herein by reference thereto)*

located in Montgomery County, Illinois and containing 77 acres, more or less (hereinafter referred to as the "Property").

P.I.N.: 17-20-100-001; 17-17-300-006  
Address: North 9<sup>th</sup> Avenue, Hillsboro

All the terms, conditions and covenants of the Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns, respectively, of each of the parties. With regard to the Property, the terms of the Agreement shall be covenants running with the land.

For all terms of the Agreement, reference is made to the document itself, which will be made available by Owner to all those demonstrating any interest in the Property.

IN WITNESS WHEREOF, Owner and Purchasers have executed this Recording Memorandum this 11<sup>th</sup> day of March, 2008.

**OWNER:**

By: *Roger Dennison*  
Roger Dennison

Its: Authorized Person

**PURCHASERS:**

*Walter J. Kunz*  
Walter J. Kunz

*Dianne P. Kunz*  
Dianne P. Kunz

DUPLICATION PROHIBITED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF MONTGOMERY )

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Roger Dennison, personally known to me to be the Authorized Person of Montgomery Land Company, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument of writing as Authorized Person of said limited liability company, pursuant to authority given, as his/her free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of MARCH, 2008.

William C. Harpole  
Notary Public

My Commission Expires: 1-19-2010



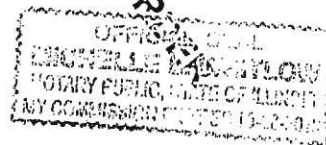
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF MONTGOMERY )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Walter J. Kunz and Dianne P. Kunz, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of MARCH, 2008.

William C. Harpole  
Notary Public

My Commission Expires: 10-28-10



This instrument prepared by: Elizabeth Dow, Esq.  
1003 Western Avenue  
Joliet, Illinois 60435

**"EXHIBIT A"**

The Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty (20), and the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, Montgomery County, Illinois, except that part described as follows:

Beginning at the Southwest corner of the said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Seventeen (17), thence along the west line of the Southwest Quarter North 0° 00' 00" East 260.40 feet; thence South 88° 15' 40" East 513.44 feet; thence South 0° 00' 00" West 248.87 feet to the South line of the Southwest Quarter (SW 1/4) of Section Seventeen (17); thence along the said South line North 89° 32' 53" West 513.22 feet to the point of beginning, situated in Montgomery County, Illinois.

EXCEPT all coal previously conveyed of record.

Subject to easements, conditions and restrictions whether of record or visible upon inspection.

Subject to oil, gas, coal, and other mineral reservations and leases of record.

Parcel #17-20-100-001; 17-17-300-006  
Address: North 9<sup>th</sup> Avenue, Hillsboro

UNRECORDED PROPERTY OF MONTGOMERY COUNTY, IL RECORDER